

License Agreement

SUBJECT TO CONFIDENTIALITY

This agreement ("Agreement") is made as of the date that Publisher (defined below) electronically opts into this Agreement through Music Reports, Inc.'s Songdex® Marketplace opt-in portal (the "Songdex Portal") (the "Effective Date"), by and between School Music License LLC, with offices at 7404 S. Mason Ave., Chicago, IL 60638 ("SML" or "Company") on the one hand, and the party assenting to be bound by the terms hereof by click-through acceptance via the Songdex® Portal, as first indicated above, on the other hand ("Publisher").

1. Program Overview	<p>SML is creating a solution for schools to license music for various non-exempt music use cases that either occur today but are unlicensed or that schools refrain from engaging in due to the absence of a license and the significant challenges involved with obtaining the necessary rights (the "<u>Program</u>"). These use cases primarily involve the transmission of audiovisual performances, concerts, sporting or other events on a live basis and/or archived, on-demand basis over the Internet. Other use cases include reprinting and/or display of lyrics.</p> <p>SML plans to obtain the necessary rights through blanket licenses from record labels, music publishers and PROs, and pass those rights through to schools in the form of a turnkey annual music license package.</p> <p>SML plans to offer a base music license package that would consist solely of licenses of rights in musical works (including reproduction, distribution, synchronization, and public display rights) (the "<u>Base Package</u>"). SML may also offer as an add-on to the Base Package, a music license package that would consist solely of licenses of rights in sound recordings embodying musical works (including public performance, reproduction, distribution and master use rights) (the "<u>Masters Package</u>"). Because the Base Package is required for the Masters Package, royalties for the Masters Package will be solely shared with sound recording rights owners.</p> <p>The license fee for the applicable music license package will vary based upon the level of the school (i.e., elementary, middle or high) and the level of student enrollment, with fees increasing the higher the level of the school and the greater the number of enrolled students. It is currently anticipated that the Base Package will range from \$199 to \$2,499 per year. The anticipated pricing schedule for the Base Packages is attached hereto as <u>Schedule "A."</u></p> <p>For purposes of this Agreement, each school that purchases a Base Package is sometimes referred to herein as a "<u>School Licensee</u>", and the one-year license period of the Base Package, the "<u>License Period</u>".</p> <p>SML plans to maintain a website (the "<u>SML Website</u>") offering a searchable database for</p>
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	schools to identify the available fully-cleared musical works and/or sound recordings. The SML Website will also provide a means for easy reporting of music usage by the schools.
2. Term	<p>The term ("<u>Term</u>") shall commence as of the Effective Date and shall extend for a period of three (3) years beginning from the launch of the Program with at least one School Licensee (the "<u>Launch Date</u>"). Following this time period (the "Initial Period"), the Term of this Agreement shall be automatically extended for additional, successive periods of one (1) year each (each, a "<u>Renewal Period</u>"). Notwithstanding the foregoing, either party shall have the right to terminate the Term of this Agreement effective as of the date that is the last day of the Initial Period or then-current Renewal Period, as applicable, by notice given to the other party prior to such date that is the last day of the Initial Period or then-current Renewal Period, as applicable, as follows: (i) at least ten (10) days prior in the case of notice by SML to Publisher, or (ii) at least thirty (30) days prior in the case of notice by Publisher to SML.</p> <p>Notwithstanding the foregoing, the Term shall extend for the duration of the remainder of any License Period for each School Licensee, but such extension of the Term shall be solely in respect of the applicable School Licensee.</p>
3. Territory	The United States, including its territories, commonwealths and possessions (the " <u>Territory</u> ").
4. License	<p>Publisher hereby grants to SML the right and authority to grant all rights (excluding any public performance rights) necessary to School Licensees, including without limitation, all reproduction, distribution and public display rights, for the use and exploitation of Publisher Works (including portions thereof) by School Licensees for Authorized Purposes in the Territory during the Term.</p> <p>Publisher hereby grants a license for SML to use the Metadata, and for SML to authorize the use of the Metadata by School Licensees, for and in connection with the Program, including in connection with the SML Website.</p> <p>For the avoidance of doubt, the licenses hereunder do not include rights for custom arrangements or so-called "grand rights."</p> <p>"<u>Publisher Works</u>" means any and all musical works owned, administered or otherwise controlled by Publisher or any of its music publishing affiliates, in whole or in part (solely to the extent of Publisher's or the applicable affiliate's ownership, control or administration interest therein).</p> <p>"<u>Authorized Purposes</u>" means (i) the recording of school-related activities and events, including without limitation, school concerts, school performances, school sporting events, school dances, school pep rallies, and school projects (the audiovisual recording of any such school-related activity or event, a "<u>Recording</u>"), (ii) the playback of Recordings on school premises, (iii) the uploading of Recordings to Approved Platforms, (iv) the transmission of Recordings via Approved Platforms without charge to recipients, and (v) the reproduction, distribution and public display of lyrics in print and digital formats for and at school-related activities and events (e.g., projections in classrooms, handouts at school concerts, etc.).</p> <p>"<u>Approved Platforms</u>" means (i) the websites of School Licensees, (ii) any website(s), platform(s) or application(s) operated by SML, and (iii) the Third-Party Permitted</p>

	Websites/Apps (identified in Schedule B hereto, which schedule may be updated by SML from time to time during the Term upon written notice to Publisher.
5. Publisher Delivery Obligations	Publisher shall deliver to SML or SML's third-party contractor promptly following the Effective Date (<i>i.e.</i> , within five (5) business days thereafter, and on a regular, but no less often than monthly, basis going forward), in accordance with SML's or such third party contractor's file and format specifications, all identification metadata possessed by Publisher with respect to Publisher Works, including the following for each such Publisher Work to the extent available: ISWC, ISRC, song title, songwriter(s), co-publisher information (including splits), rights limitations, Publisher's unique ID song code, unique writer ID (IPI or CAE), performing rights organization affiliation, and, if known, details of all releases of sound recordings embodying the Publisher Work, including name of artist and track title (" <u>Metadata</u> ").
6. Royalties	<p>As consideration for the licenses granted and the representations, warranties and covenants made by Publisher herein, Publisher shall receive the following royalties ("<u>Royalties</u>") in respect of each Accounting Period of the Term beginning with the Launch Date:</p> <p>Publisher's Pro Rata Share of fifty percent (50%) of the license fees collected from School Licensees for the Base Packages attributable to the applicable Accounting Period.</p> <p>"<u>Publisher's Pro Rata Share</u>" means a fraction, the numerator of which is the total number of Publisher Works used in Reportable School Events/Activities as listed in Usage Reports in respect of the applicable Accounting Period (prorated appropriately in the case of Publisher Works that are partially owned, administered or otherwise controlled by Publisher or its music publishing affiliates in the Territory), and the denominator of which is the total number of Licensed Works (including Publisher Works) used in Reportable School Events/Activities as listed in Usage Reports in respect of such Accounting Period.</p> <p>The annual fees collected from School Licensees for Base Packages will be divided and allocated evenly on a monthly basis for the 12-month License Period for purposes of calculation of Royalties, such that 1/12 of the applicable annual fee collected from School Licensees shall be allocated to each month of the 12-month License Period. Notwithstanding the foregoing, the Royalties shall be accounted for and paid on a quarterly basis as set forth in paragraph 7, below.</p> <p>Should any License Period be terminated before the end of the applicable 12-month period and should SML reimburse the applicable School Licensee for the remainder of time that such License Period would have subsisted for had such License Period not been sooner terminated, SML shall be permitted to adjust the applicable fees payable to Publisher in connection with such School Licensee in a commensurate fashion.</p>
7. Payments and Reporting	<p>SML will pay the Royalties, and provide corresponding accounting statements utilizing mutually agreed upon file and format specifications, to Publisher within ninety (90) days following the end of each Accounting Period.</p> <p>SML shall be entitled to deduct those amounts, if any, from the payment of Royalties that SML is required to withhold pursuant to any applicable statutes, regulations, treaties, or laws in the Territory (collectively, "<u>Laws</u>"). Notwithstanding the foregoing or anything elsewhere in this Agreement, any and all monies to be accrued to Publisher's royalty account hereunder or that may otherwise be payable to or on behalf of Publisher</p>

	<p>hereunder may be reduced by all applicable sales, use, excise, purchase, value-added, withholding or similar taxes properly due and paid or payable by or on behalf of SML, directly or indirectly (including, for the avoidance of doubt, any of its affiliates and third-party contractors), under applicable Laws to taxing authorities with appropriate jurisdiction. Publisher will not be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by SML under applicable Laws. If the Royalties due Publisher are less than U.S. \$50.00 (the “<u>Minimum Payment</u>”), then the balance due Publisher will roll over to successive Accounting Periods until such time as the Minimum Payment is reached, at which time SML will pay all such Royalties to Publisher in accordance with this provision.</p> <p>Other than the amounts expressly referenced in paragraph 6 of this Agreement, no additional fees or amounts of any kind or nature shall be payable by SML (or any School Licensee) with respect to the use of Publisher Works or Metadata in connection with the Program within the scope of the rights granted herein.</p> <p>School Licensees will be required to report all of the Licensed Works used for Authorized Purposes in each of the Reportable School Events/Activities during the applicable Accounting Period. The reports delivered to SML by School Licensees are sometimes referred to herein as “<u>Usage Reports</u>”. SML will deliver to Publisher within ninety (90) days following the end of each Accounting Period, a report setting forth a list of the Publisher Works reported by all School Licensees in the aggregate in Usage Reports for the Accounting Period and the number of Reportable School Events/Activities reported for each such Publisher Work in Usage Reports for the Accounting Period.</p> <p>If it is determined that there has been an overpayment of Royalties by SML to Publisher, then SML will be entitled to a prompt reimbursement or crediting to SML’s account in the amount of the overpayment. If Publisher becomes aware that SML is reporting on and/or paying Publisher for musical compositions that Publisher does not own, control or administer, Publisher will promptly notify SML in accordance with paragraph 8 of Exhibit A of this Agreement.</p> <p>“<u>Accounting Period</u>” means, after the Launch Date, each of the calendar quarter periods during the Term ending March 31, June 30, September 30 and December 31.</p> <p>“<u>Reportable School Events/Activities</u>” means school concerts, school performances, school sporting events, school pep rallies and school projects.</p> <p>“<u>Licensed Works</u>” means musical works used pursuant to a Base Package (including any Publisher Works).</p>
<p>8. Removal Rights</p>	<p>Publisher shall have the right (via written notice to SML via e-mail to publishers@schoolmusiclicense.com) to require School Licensees to remove or mute certain Publisher Works embodied in Recordings in the event of bona fide writer relations concerns, loss of rights, or legal claims (each, a “<u>Permitted Reason</u>”), solely on a going-forward basis; provided that Publisher exercises such rights in good faith and not in a manner that frustrates the purpose of this Agreement. In any such instance, within three (3) business days after receiving written notice from Publisher, SML shall inform the applicable School Licensee and it shall be the School Licensee’s obligation to comply by removing or muting (at the School Licensee’s election) the Publisher Work within the Recording within three (3) business days following the School Licensee’s receipt of the</p>

	<p>applicable written notification from SML.</p> <p>For the avoidance of doubt, any failure by any School Licensee to comply with the terms of this Section 8 shall not be deemed a breach of this Agreement by SML. Notwithstanding the foregoing, subject to the applicable cure period set forth in this Agreement, Publisher shall have the right to terminate the License Period with respect to any School Licensee that fails to comply with the terms of this Section 8.</p>
9. Miscellaneous	Under no circumstances shall the terms contained herein be regarded as a precedent or basis for any future agreement by and between the parties or otherwise.
10. Additional Terms and Conditions	The terms and conditions attached hereto at Exhibit A are hereby incorporated by reference into this Agreement.

Acknowledged and Agreed

PUBLISHER

Accepted via electronic opt-in by an authorized representative from:
TSUNAMI FLOW

As of:
June 20, 2023 16:53:21 PDT

SCHOOL MUSIC LICENSE, LLC



By: _____

Name: Alec Harris

Title: President, School Music License LLC

**Publisher's electronic execution of the Agreement via the Songdex® Portal
constitutes Publisher's binding agreement to these terms.**

Exhibit A
Additional Terms and Conditions

1. Certain Definitions	<p>Capitalized terms used but not defined in this <u>Exhibit A</u> have their respective meanings ascribed elsewhere in this Agreement. The following capitalized terms will have their respective meanings ascribed as follows:</p> <ul style="list-style-type: none">• “<u>Confidential Information</u>” means the terms of this Agreement and any non-public information, data, reports, or other materials provided by one party to the other under or in connection with this Agreement (other than metadata and other information intended for storage and display in connection with the Program under this Agreement), and any other information the receiving party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, royalty reports, and similar information.• “<u>Losses</u>” means any and all actual, out of pocket liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including, without limitation, court costs, reasonable third-party legal fees and third-party costs of investigation.
2. Confidentiality	<p>Neither party may issue a press release or announcement with respect to this relationship without the other party's prior written consent. Except with the prior written consent of the disclosing party, neither party shall use or disclose any Confidential Information other than (i) to such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (ii) to such party's employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who are bound by an agreement to protect the confidential information of third parties, (iii) to investors, prospective investors, acquirers and prospective acquirers, each of whom are bound by confidentiality obligations at least as restrictive as those in this Agreement, (iv) in connection with any legal, governmental or administrative proceeding, provided that prior written notice of such disclosure is furnished to the non-disclosing party in order to afford such nondisclosing party a reasonable opportunity to seek a protective order (it being agreed that if the nondisclosing party is unable to obtain or does not seek a protective order, disclosure of such information in such proceeding may be made without liability), (v) in the ordinary course of such party's fulfillment of its obligations solely to the limited extent necessary to fulfill its written and/or legal obligations to third parties (e.g., by Publisher to the extent necessary to fulfill obligations to songwriters), and (vi) in the case of Company, to Company's affiliates who have a need to know the Confidential Information and have obligations with respect to the Confidential Information consistent with this Agreement. In addition, this Agreement may be disclosed in contemplation of any merger or sale of all or a substantial portion of a party's assets or securities, subject to a nonuse and nondisclosure agreement consistent with the provisions of this paragraph. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of information (a) previously known to it by lawful means without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which, to the reasonable knowledge of the receiving party, is not under an obligation of confidence with respect to such information, (d) which is or becomes publicly available through no breach of this Agreement or (e) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement in subparagraph (iv) above). Notwithstanding the foregoing, neither party shall be in breach of this Agreement for (x) disclosing to any rights society or collective that Publisher has licensed to Company the rights granted in</p>

	paragraph 4 of this Agreement, or (y) disclosing any Confidential Information to any School Licensees.
3. Third-Party Contractors	Publisher acknowledges that Company may use third-party contractors to exercise its rights and/or perform its obligations under this Agreement, provided that as between Company and Publisher, Company shall maintain control over, and retain liability hereunder for, all such rights and obligations.
4. Taxes	To the extent applicable, each party hereto will be responsible for collecting and remitting sales, use, value added, and other comparable excise taxes due with respect to (or incurred in connection with) the sale or license of such party's goods or services to its customers in accordance with applicable Laws. Neither party hereto is liable for any taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the sale of the other party's goods or services.
5. Audit	An independent, third-party accountant on behalf of Publisher may, at Company's offices and at Publisher's expense, examine Company's books and records solely for the purposes of verifying the accuracy of accounting statements rendered by Company to Publisher hereunder, and only those records or documents strictly related to or necessary to determine Company's compliance with its royalty obligations under this Agreement. Such books and records may be examined as aforesaid only (i) during Company's normal business hours, (ii) upon at least thirty (30) days' prior written notice to Company, and (iii) within one (1) year after the date a statement is rendered hereunder. Publisher shall not have the right to examine such books and records more frequently than once in any twelve (12)-month period or more than once with respect to any particular statement. Publisher acknowledges that such books and records constitute and contain Confidential Information, and Publisher's accountant must sign and deliver to Company a confidentiality agreement in a form reasonably acceptable to Company prior to engaging in any such examination. Each statement hereunder shall be deemed final and binding upon Publisher as an account stated and shall not be subject to any claim or objection by Publisher (A) unless Publisher notifies Company of Publisher's specific written objection to the applicable statement, stating the basis thereof in reasonable detail within one (1) year after the date such statement is rendered hereunder, and (B) unless, prior to the date six (6) months after the expiration of said one (1) year period, Publisher makes proper service of process upon Company in a suit instituted in a court of proper jurisdiction.
6. Representations and Warranties	<p>(a) As of the Effective Date and during the Term, each party hereto represents, warrants and covenants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms, and the person executing this Agreement on such party's behalf is authorized to do so; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party, or any applicable law or regulation.</p> <p>(b) As of the Effective Date and during the Term, Publisher represents, warrants and covenants that, as between Publisher and Company, Publisher shall obtain consents from and pay and be solely responsible for the payment of royalties and other amounts to any and all songwriters and other third parties as may be required in connection with the permitted exploitation of the Publisher Works hereunder. Publisher further represents, warrants and covenants that, as of the Effective Date and throughout the Term, Company's exercise of the rights granted to it under this Agreement (and the exercise of any such rights by each School Licensee) will not infringe upon or violate any third party's rights, including any rights of copyright, trademark, publicity or privacy.</p> <p>(c) As of the Effective Date and during the Term, Publisher represents, warrants and covenants that Publisher has not and will not enter into another agreement with Company for the use during the Term of Publisher Works via the Program (any such agreement, an "<u>Other Agreement</u>"). The parties agree that to the extent Publisher is in breach of the</p>

	<p>foregoing, this Agreement shall be of no force and effect with respect to any portion of the Term during which any such Other Agreement is in effect.</p>
7. Indemnification	<p>(a) Publisher agrees to defend, indemnify and hold harmless Company and each of its subsidiaries, parents, affiliates, successors, licensees (including School Licensees), agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "Company Parties"), from and against any and all Losses due to any claim by a third party: (i) that constitutes, or based on allegations that, if assumed true, would constitute, a breach by Publisher of this Agreement, including any warranty, representation or covenant made in this Agreement by Publisher; or (ii) arising from or related to the rights and authorizations granted in this Agreement or the exercise thereof (including, without limitation and for the avoidance of doubt, arising from or related to the rights and authorizations granted by SML to a School Licensee pursuant to this Agreement).</p> <p>(b) Company agrees to defend, indemnify and hold harmless Publisher, its subsidiaries, parents, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all Losses due to any claim by a third party that constitutes, or based on allegations that, if assumed true, would constitute, a breach by Company of this Agreement, including any warranty, representation or covenant made in this Agreement by Company.</p> <p>(c) The persons and entities entitled to be indemnified under paragraphs 7(a) and 7(b), above (individually and collectively, "<u>Indemnitee</u>") shall (i) promptly inform the indemnifying party under such paragraphs ("<u>Indemnitor</u>") of each claim, suit or proceeding with respect to which it seeks indemnity (failure to give such prompt notification will not relieve the Indemnitor of its indemnification obligations except to the extent such failure has materially prejudiced Indemnitor's ability to defend such claim), (ii) furnish to the Indemnitor a copy of each communication, notice or other action related to such claim, suit or proceeding, and (iii) give the Indemnitor the authority, information and reasonable assistance necessary to settle or litigate such claim, suit or proceeding, using counsel selected by the Indemnitor (provided, however, that the Indemnitee shall have the opportunity to participate in the defense of such suit or proceeding with counsel of its choice, at the Indemnitee's sole cost). Any settlement of any such claim, suit or proceeding by the Indemnitor that imposes any requirements on the Indemnitee or which involves agreements other than the payment of money by the Indemnitor and receipt of a full release for the benefit of the Indemnitor and the Indemnitee, shall be subject to the Indemnitee's written consent.</p> <p>(d) Without waiving any right or remedy available to Company, if any claim is made for which Publisher is obligated to indemnify any of the Company Parties, Company shall have the right to withhold amounts otherwise payable to Publisher under this Agreement in an amount reasonably related to such claim and to deduct therefrom payments required under paragraph 7 above.</p>

8. Notices	<p>All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery); provided that, and notwithstanding anything to the contrary herein, in the case of notices to Company, any such notice must also be sent via email to the email address set forth below to be effective. In each case (except for personal delivery) such notices, as well as all requests, demands, and other communications shall be directed to a party at the following addresses, unless otherwise indicated in a notice duly given hereunder; (i) in the case of Company, (1) to the attention of Alec Harris, at the address of School Music License, LLC, 7404 S. Mason Ave., Chicago, IL 60638, with a required simultaneous copies to the following email address: publishers@schoolmusiclicense.com and (2) another required simultaneous copy tendered to Bobby Rosenblum, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, and (ii) in the case of Publisher, to the person executing this Agreement on Publisher's behalf at the address or email address provided by Publisher and on file with Music Reports via the Songdex® Portal. For clarity, for purposes of this Notices provision, Publisher shall maintain a current address and a current email address on file in their Songdex® Portal account with Music Reports, which is required to opt into this Agreement.</p>
9. Termination	<p>(a) Without limiting any other remedy available at law or in equity, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within thirty (30) days after notice to the breaching party thereof Without limiting the generality of the preceding sentence, neither party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations hereunder unless the breaching party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief.</p> <p>(b) In addition to the right of termination set forth in paragraph 9(a) above, each party hereto shall have the right to terminate the Term immediately: (i) in the event that the other party makes a general assignment for the benefit of its creditors; (ii) in the event of the filing of a voluntary or involuntary petition against the other party under any applicable bankruptcy or insolvency law; or (iii) in the event of the appointment of a trustee or receiver or any equivalent thereof for the other party hereto or its property.</p> <p>(c) In addition, Company shall have the right to terminate the Term upon notice to Publisher in the event that Company ceases to operate the Program during the Term.</p> <p>(d) The termination or expiration of the Term shall not affect those representations, warranties and other obligations that by their nature survive the end of the Term.</p> <p>(e) A party's right to terminate this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.</p>
10. Limitation of Liability	<p>EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO THE PROVISIONS OF PARAGRAPH 7 OF THIS EXHIBIT A AND OTHER THAN AS A RESULT OF A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY MAKES NO</p>

	WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PUBLISHER AS TO THE QUALITY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROGRAM OR ANY ELEMENTS OF THE PROGRAM.
11. Assignment	This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Each party may assign its rights and obligations hereunder in whole or in part only to any affiliate or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights and obligations may be assigned by any assignee thereof, but subject to the same limitations. Any purported assignment in violation of the foregoing shall be deemed null and void <u>ab initio</u> and without force or effect. Other than such permitted assignees and as otherwise set forth herein, no person or entity not a party to this Agreement shall have any rights or remedies under this Agreement, whether as a third-party beneficiary or otherwise.
12. Governing Law	THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF ILLINOIS, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER ILLINOIS LAW). THE COURTS LOCATED IN COOK COUNTY, ILLINOIS (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN PARAGRAPH 8 OF THIS EXHIBIT A OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO PARAGRAPH 8 OF THIS EXHIBIT A. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF ILLINOIS. THE PREVAILING PARTY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE ENTITLED TO PROMPT REIMBURSEMENT FROM THE OTHER PARTY FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY THE PREVAILING PARTY IN CONNECTION THEREWITH.
13. General	<p>(a) All references in this Agreement to "this Agreement," "hereof," "herein," "hereunder" and words of similar connotation include all exhibits and schedules attached hereto, unless specified otherwise. The parties hereto intend this Agreement as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof; this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. No draft or addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of this Agreement shall be referred to by any of the parties hereto in any lawsuit in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such lawsuit. The parties acknowledge and agree that no party hereto has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.</p> <p>(b) Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto</p>

	<p>have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with the minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. The parties hereto shall negotiate in good faith to replace any invalid, illegal or unenforceable provision (the “<u>Invalid Provision</u>”) with a valid provision, the effect of which comes as close as possible to that of the Invalid Provision.</p> <p>(c) This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by both parties. No waiver by a party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. The rights and remedies of each party as specified in this Agreement are not to the exclusion of any other rights or remedies of such party. Each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this Agreement, each of the parties hereto may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this Agreement were not in existence.</p> <p>(d) Whenever examples are used in this Agreement with the words "including," "e.g.," "such as," "etc." or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The paragraph headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement.</p> <p>(e) In entering into this Agreement, Company and Publisher have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.</p> <p>(f) Neither party hereto will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, war, terrorism, fire, earthquake, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence (“<u>Force Majeure Event</u>”). Publisher agrees that Company shall have the right to suspend the Term and the operation of this Agreement and Company’s obligations hereunder or terminate the Term of this Agreement in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable event.</p> <p>(g) Publisher recognizes that the amount of royalties hereunder is speculative and agrees that Company’s judgment with respect to matters affecting the marketing of the Program shall not be subject to dispute by Publisher. Nothing contained in this Agreement obligates Company or any School Licensee to make available, exploit or distribute Publisher Works on or in connection with the Program (including any Authorized Purposes).</p> <p>(h) This Agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this Agreement will be deemed originals for all purposes.</p>
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Schedule "A"

Anticipated Pricing for Base Packages

PRICING*



ELEMENTARY SCHOOL

School Enrollment	Annual License Basic	Annual License +Master (in addition to Basic)
1-299	\$199	\$99
300-499	\$259	\$129
500+	\$329	\$159

**MIDDLE SCHOOL
or K-12 SCHOOL**

School Enrollment	Annual License Basic	Annual License +Master (in addition to Basic)
1-499	\$349	\$169
500-999	\$449	\$219
1000+	\$699	\$349

HIGH SCHOOL

School Enrollment	Annual License Basic	Annual License +Master (in addition to Basic)
1-199	\$249	\$119
200-499	\$429	\$209
500-999	\$799	\$399
1000-1999	\$999	\$499
2000-2999	\$1579	\$789
3000-3999	\$1999	\$999
4000+	\$2499	\$1249

**Prices subject to change pending input from market research and rights holders*

Schedule B

Third-Party Permitted Websites/Apps

YouTube

Facebook

Instagram

Tik Tok

Snapchat